NORTHLAKE

STEWARDSHIP DISTRICT

October 28, 2025

BOARD OF SUPERVISORS

REGULAR MEETING
AGENDA

NORTHLAKE

STEWARDSHIP DISTRICT

AGENDA LETTER

Northlake Stewardship District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431 Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

October 21, 2025

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors Northlake Stewardship District

Dear Board Members:

The Board of Supervisors of the Northlake Stewardship District will hold a Regular Meeting on October 28, 2025 at 5:00 p.m., at 6102 162nd Ave E., Parrish, Florida 34219. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Consideration of Form of Maintenance Agreement with Manatee County Regarding ROW (portion of Mulholland ROW previously authorized for acquisition, associated with Pod B)
- 4. Pod A Items
 - A. Consideration of SK Rye Road LLC Construction Funding Agreement [Rye Ranch Pod A 2026 Project]
 - B. Consider Authorization of RFP for Mulholland Road Extension Phase 2A Project
 - I. Form of Notice of RFP
 - II. Consideration of Evaluation Criteria
- 5. Acceptance of Unaudited Financial Statements as of September 30, 2025
- 6. Approval of September 17, 2025, Continued Public Hearing and Regular Meeting Minutes
- 7. Staff Reports
 - A. District Counsel: Kutak Rock LLP
 - B. District Engineer: ZNS Engineering, L.C.
 - C. District Manager: Wrathell, Hunt and Associates, LLC
 - Property Insurance on Vertical Assets

Board of Supervisors Northlake Stewardship District October 28, 2025, Regular Meeting Agenda Page 2

- Form 1 Submission and Ethics Training
- NEXT MEETING DATE: November 19, 2025 at 5:00 PM
 - QUORUM CHECK

SEAT 1	STEPHEN J CERVEN	IN PERSON	PHONE	☐ No
SEAT 2	A JOHN FALKNER	IN PERSON	PHONE	No
SEAT 3	SCOTT FALKNER	IN PERSON	PHONE	□No
SEAT 4	Roger Aman	IN PERSON	PHONE	□No
SEAT 5	TAYLOR FALKNER	IN PERSON	PHONE	□No

- 8. Board Members' Comments/Requests
- 9. Public Comments
- 10. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Chris Conti at (724) 971-8827.

Sincerely,

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 354 2519

NORTHLAKE

STEWARDSHIP DISTRICT

3

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR RIGHT-OF-WAY IMPROVEMENTS FOR MULHOLLAND ROAD

MANATEE COUNTY, FLORIDA
Northlake Stewardship District

THIS AGREEMENT (Agreement) is made and entered into by and between NORTHLAKE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (Independent Contractor), whose address is c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 401W, Boca Raton, FL 33431, and MANATEE COUNTY, a political subdivision of the State of Florida (County), whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, collectively the "Parties."

WITNESSETH:

WHEREAS, the Independent Contractor desires to construct and/or to assume the maintenance responsibilities for improvements installed on the public right(s)-of-way of Mulholland Road, such improvements to be constructed and maintained in substantial compliance with the Schedule of Improvements and Maintenance attached hereto as Exhibit A and made a part hereof, and hereinafter referred to as the "Improvements"; and

WHEREAS, the Independent Contractor will pay for the construction and/or maintenance of the Improvements; and

WHEREAS, the County agrees to allow the Improvements to be constructed within the County's right(s)-of-way as depicted on Exhibit B only if the Independent Contractor will execute and deliver this Agreement relating to the maintenance thereof and providing that the Independent Contractor agrees to hold the County harmless; and

WHEREAS, the County and the Independent Contractor desire to enter into this Agreement in order to memorialize their rights and obligations with respect to the Improvements.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the Independent Contractor and County hereby agree as follows:

- **1. Recitals**. The Recitals set forth above are true and correct and incorporated by reference as if fully set forth herein.
- **2. Effective Date**. This Agreement shall become effective upon execution by both parties.
- 3. Termination. This Agreement shall commence on the Effective Date and continue until (i) terminated for cause in accordance with applicable law, or (ii) either party my terminate this Agreement for any reason upon ninety (90) days written notice to the other party. Upon termination, Independent Contractor shall, at is sole cost and expense, remove some or all of the Improvements as directed by the County's Director of Public Works or his designee.
- 4. Construction and Maintenance. It is and shall continue to be the sole obligation of the Independent Contractor to construct and maintain the Improvements, including any and all traffic signs and sign supports, structures, associated lighting and irrigation facilities, landscaping, and other ancillary items, as depicted in the Exhibits hereto, for so long as the Parties desires to have such Improvements remain upon the County's right-of-way. In connection therewith, the Independent Contractor shall maintain the Improvements in a neat and attractive condition and good repair at its sole cost and expense. Improvements to be maintained by the Independent Contractor as agreed upon through this Agreement include the following (check all which apply):

Χ	Monument Signs/Structures	Χ	Traffic Signs (Decorative)
X	Irrigation	X	Street Lighting (Decorative)

X	Trees to include trimming	Painted Traffic Structures
X	Landscape/Monument Lighting	Dry Retention Pond Plants
X	Landscaping shrubs/plants	Wet Retention Pond Plants
X	Sidewalk to include cleaning	•
X	Sod to include mowing	•

All Improvements shall be constructed and maintained in accordance with all applicable standards and Independent Contractor shall ensure all requirements have been met, including without limitation those set forth in the Manatee County Comprehensive Plan, the Manatee County Land Development Code, the County's Highway and Traffic Standards Manual, any approved general development plan, preliminary or final site plan, or right-of-way use permit, and all conditions or stipulations thereto (collectively, "County Standards").

- 5. Limitation of Rights; Assumption of Risk. The Independent Contractor understands and agrees that the rights and privileges granted in this Agreement are limited by the County's rights, title and interest in the right-of-way to be entered upon and used by the Independent Contractor. For the purpose of neighborhood enhancement, the Independent Contractor has induced the County to enter into this Agreement to allow the Independent Contractor, on its own behalf and not as a service to the County, to install and maintain Improvements over and above those customarily installed or maintained by the County. Accordingly, the Independent Contractor will at all times assume all risk of and indemnify, defend, and hold harmless the County, its officials, its employees and its agents from and against any loss, damage, cost, expense, claim, suit or judgment arising in any manner on account of the exercise or attempted exercise by the Independent Contractor of the aforesaid rights and privileges in accordance with Section 11, hereof.
- 6. Utilities Located in Rights-of-Way. Prior to any excavation, the Independent Contractor shall comply with the one-call notification procedures in accordance with Section 556.105, Florida Statutes. Further, the Independent Contractor agrees that it shall confirm with the County the location of all known existing utilities, both aerial and underground. The Independent Contractor further agrees that construction and/or maintenance of the Improvements, landscaping and/or irrigation system and other

improvements within the right-of-way shall not interfere with any existing facilities and underground utilities.

- 7. Removal or Relocation. The County's Director of Public Works or his designee may require, upon a minimum thirty (30) days' written notice to the Independent Contractor, that the Independent Contractor perform maintenance, repair, relocation or removal of the Improvements for good cause. Upon receipt of such notice, the Independent Contractor shall take or cause the necessary corrective actions within such reasonable time as may be specified in such notice. After expiration of such reasonable time, but no sooner than thirty (30) days, if the Independent Contractor fails to take the necessary corrective actions, the County may cause the maintenance, repair, relocation, or removal of the Improvements in such a manner as the County, in its sole discretion, deems appropriate and at the expense of the Independent Contractor, invoice the Independent Contractor accordingly with remittance to the County within twenty (20) days upon receipt of invoice.
- 8. Reservation of Right; Public Safety. The County specifically reserves the right to take such action as it deems necessary, in its sole discretion, and without notice to Independent Contractor in order to protect the public from unsafe conditions that may arise in any manner on account of the construction and/or maintenance of the Improvements by the Independent Contractor.
- **9. Permits Required.** Independent Contractor acknowledges and agrees that no permitting approval is given hereby for the Improvements. No Improvements shall be placed in the right-of-way unless and until all proper authorizations have been obtained and all applicable County Standards have been met.
- 10. Remedies. Should the Independent Contractor fail or refuse to maintain, repair, relocate or replace the Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Independent Contractor, including specific performance, to which the Independent Contractor hereby agrees.

- 11. Indemnification. Independent Contractor, its heirs, assignees, grantees, purchasers for value, and successors in interest, shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Independent Contractor, its heirs, assignees, grantees, purchasers for value, and successors in interest, in the performance of this Agreement. The obligations of Independent Contractor under this Section are specifically limited to indemnification for its own acts or omissions in accordance with, and subject to the monetary limitations set forth in, Florida Statute 768.28.
- **12. Insurance**. Independent Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Independent Contractor, his or her agents, representatives, employees, or sub-contractors.
 - 12.1. <u>Commercial General Liability</u>. Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate.
 - Automobile Liability. Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each accident. In lieu of the Combined Single Limit, coverage can be split into individual limits of \$500,000 Bodily Injury and \$500,000 Property Damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$500,000 Hired-Non-Owned Liability and \$10,000 Medical Payments.
 - 12.3. <u>Workers' Compensation and Employers' Liability</u>. When required by Florida Statute, statutory workers' compensation and employers' liability insurances shall apply and be provided for all employees of the Independent

Contractor in compliance with the laws and statutes of the State of Florida and federal government.

- 12.4. <u>Installation Floater Insurance</u>. Coverage shall be afforded under a per occurrence policy form, policy for limits not less than 100% of the completed value of such addition(s), building(s), or structure(s).
- 12.5. Railroad Liability Insurance. When performing work around any right-of-way or intersection with or near railroad tracks, Railroad Liability insurance must be afforded for limits not less \$1,000,000 each occurrence and \$2,000,0000 aggregate per location. This policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida," "CSX Railroad," and "Florida Power & Light" as additional named insureds.

The policies are to contain, or be endorsed to contain, the following provisions:

- 12.6. The policies are to contain, or be endorsed to contain, the following provisions:
 - 12.6.1. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Named Insured in respects to:

Liability arising out of activities performed by or on behalf of the Independent Contractor, his agents, representatives, employees, and sub-contractors. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.

The Independent Contractor shall provide the endorsement that evidences the County being listed as an additional named insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as additional named insured; or, (2) an endorsement can be issued that states that all certificate holders are additional named insured with respects to the policy.

- 12.6.2. The Independent Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Independent Contractor's insurance and shall be non-contributory.
 - 12.6.3. The insurance policies must be on an occurrence form.
- 12.7. <u>Workers' Compensation and Employers' Liability Coverages</u>. The Independent Contractor shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by the Independent Contractor for the County.

12.8. <u>General insurance provisions applicable to all policies</u>:

12.8.1. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, Independent Contractor shall furnish the County with Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the bid or agreement number, and name or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an additional named insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County's Risk Manager or designee, Independent Contractor will provide the County with a certified copy of applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida

Attn: Risk Manager

Post Office Box 1000, Bradenton, FL 34205

- 12.8.2. The corresponding contract or agreement number and list of roadways and intersections, as applicable, and name shall be listed on each certificate.
- 12.8.3. Independent Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies.
- 12.8.4. Independent Contractor agrees that should at any time Independent Contractor fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Agreement.
- 12.8.5. The Independent Contractor waives all subrogation rights against the County for all losses or damages which occur during the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not.
- 12.8.6. The Independent Contractor has sole responsibility for all insurance premiums and policy deductibles.
- 12.8.7. It is the Independent Contractor's responsibility to ensure that his or her agents, representatives, and sub-contractors comply with the insurance requirements set forth herein. Independent Contractor shall include his or her agents, representatives, and sub-contractors working in accordance with this Agreement as insured under its policies, or furnish certificates Independent Contractor shall separate and endorsements for each agent, representative, and sub-contractor working this Agreement. All coverages for agents, accordance with representatives, and sub-contractors shall be subject to all of the requirements set forth.
- 12.8.8. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better.

- 12.9. Independent Contractor understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- 12.10. Independent Contractor understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Independent Contractor's obligation to provide and maintain the insurance coverage specified.
- 13. Amendments. This Agreement may be amended only pursuant to an instrument in writing jointly executed by the Parties hereto and duly authorized and approved by the Board of County Commissioners (Board) and by the Independent Contractor. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing and signed by the party who possesses the right to waive enforcement with an express and specific statement of the intent of such governing body or officer to provide such waiver.
- **14. Assignments.** The Parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other Party.
- **15. Validity.** After consultation with their respective legal counsel, the County and Independent Contractor each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement and acknowledges the validity and enforceability of this Agreement. Independent Contractor and the County

each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

- 16. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. The County's obligation to reimburse funds to the Independent Contractor is subject to the appropriation of legally available funds by the Board.
- 17. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion, epidemic, flood, insurrection, pandemic, sinkhole or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform (Force Majeure Event). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement. Any delay in the Independent Contractor's performance of its obligations herein which is directly attributable to delays in the County's design, engineering and permitting obligations herein shall likewise constitute a Force Majeure Event.
- 18. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The

Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

- **19. Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- **20. Severability.** The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- **21. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.
- 22. Full Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. The Agreement supersedes all prior negotiations, understandings, or representations, both written and oral, applicable to the matters contained herein. The Parties are not bound by any terms, conditions, statements, warranties or representations, written or oral not contained herein.
- 23. No Development Rights Conferred. The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall: (i) create any development rights in favor of the Independent Contractor; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or

otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

24. **Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to the County: Manatee County Government

Attention: County Administrator

Post Office Box 1000 Bradenton, Florida 34206

With copies to: Manatee County Government

Attention: Public Works Director

1022 26th Avenue East Bradenton, Florida 34208

And

Manatee County Government Attention: County Attorney Post Office Box 1000 Bradenton, Florida 34206

cao@mymanatee.org

If to Independent Contractor: Northlake Stewardship District

c/o Wrathell, Hunt and Associates, LLC

2300 Glades Road

Suite 410W

Boca Raton, FL 33431

Attn: Stephen Cerven

Seat1@northlakesd.net

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to

the persons indicated above in the same manner as for the party being notified.

25. Legal Fees and Costs. Each party shall be solely responsible for paying

its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial,

appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution

proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under

this Agreement.

26. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the

benefit of the Parties hereto and no right or cause for action shall accrue to or by reason

hereof, or for the benefit of any third party not a party hereto.

27. Public Records. Notwithstanding any other provision of the Agreement, the

County will not be required to hold confidential any information or records required to be

made available to the public pursuant to Chapter 119, Florida Statutes, or Florida law.

This provision shall survive the termination or expiration of the Agreement. Pursuant to

Section 119.0701, Florida Statutes, to the extent Independent Contractor is performing

services on behalf of the County, Independent Contractor shall:

27.1. Keep and maintain public records that would ordinarily be required

by the County to perform the services.

27.2. Upon request from the County's custodian of public records, provide

the County with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the

cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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4919-6489-0405, v. 3

- 27.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Independent Contractor does not transfer the records to the County.
- 27.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Independent Contractor or keep and maintain public records required by the County to perform the service. If Independent Contractor transfers all public records to the County upon completion of the Agreement, Independent Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Independent Contractor keeps and maintains public records upon completion of the Agreement, Independent Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF INDEPENDENT CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INDEPENDENT CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE TERMS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742.5845

E-MAIL ADDRESS: <u>LACY.PRITCHARD@MYMANATEE.ORG</u>

MAILING ADDRESS: MANATEE COUNTY GOVERNMENT, ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000, BRADENTON, FL 34206

28. E-Verify. Independent Contractor and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Agreement, Independent Contractor certifies that, if applicable and required by law,

Independent Contractor and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. This article serves as notice to the Independent Contractor regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Agreement if it has a good faith belief that the Independent Contractor has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Independent Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination.

29. Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically incorporated and made a part of this Agreement. Exhibits attached hereto and incorporated herein by reference are as follows:

Exhibit A Schedule of Improvements and Maintenance Exhibit B Rights-of-Way

- **30. Authorization.** Each party represents to the other that such party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement were properly completed, and that the persons who execute this Agreement on behalf of each party are authorized and empowered to execute said Agreement.
- **31. Time is of the Essence.** Time is of the essence with regard to all dates set forth in this Agreement. The term "day" as used herein shall in all cases mean a consecutive twenty-four (24) hour day running from midnight to midnight (also known as a calendar day).
- **32. Default.** In the event a party defaults under this Agreement, the non-defaulting party shall allow the defaulting party to cure the default within thirty (30) days from the non-defaulting party's written notice of default. If the defaulting party does not cure the default within such time, the non-defaulting party may terminate this Agreement upon sixty (60) days' written notice to the other party.

33. Non-Discrimination. Independent Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national

origin, age, gender, or disability. No person shall be excluded from participation in or be

denied proceeds or benefits or otherwise be subjected to discrimination in the

performance of the Agreement on the grounds of race, creed, color, religion, national

origin, age, gender, or disability. The following statement informing of the provisions of

Section 287.134(2)(a), Florida Statutes, are required to be included in the Agreement by

Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not

submit a bid, proposal, or reply on a contract to provide any goods or services to

a public entity; may not submit a bid, proposal, or reply on a contract with a public

entity for the construction or repair of a public building or public work; may not

submit bids, proposals, or replies on leases of real property to a public entity; may

not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity; and may not transact business

with any public entity.

Independent Contractor warrants that it is not currently on the discriminatory vendor list

pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if

placement on the discriminatory vendor list occurs. If subcontracting is allowed and

occurs under the Agreement, Independent Contractor agrees to include this provision in

all subcontracts issued as a result of the Agreement.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized on the respective dates below.

INDEPENDENT CONTRACTOR:	COUNTY:	
Northlake Stewardship District, a local unit of special-purpose government	MANATEE COUNTY, a political subdivision of the State of Florida	
established pursuant to Chapter 190, Florida Statutes	By: its Board of County Commissioners	
Ву:	Ву:	
Chairperson	Chairperson	
Date:		
ATTEST:		
Ву:		
Secretary/Assistant Secretary		
	ATTEST: ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT AND COMPTROLLER	
	By:	
	Deputy Clerk	

EXHIBIT A

Schedule of Improvements and Maintenance

The below items, if and where installed in the Mulholland Road rights-of-way in connection with the Rye Ranch subdivision, shall be maintained by the Independent Contractor as provided for in this Agreement.

- Monument Signs/Structures
- Irrigation
- Tress to include trimming
- Landscape/Monument Lighting
- Landscaping shrubs/plants
- Sidewalk to include cleaning
- Sod to include mowing
- Traffic signs (decorative)
- Street lighting (decorative)

[The remainder of this page is intentionally left blank.]

NORTHLAKE

STEWARDSHIP DISTRICT

NORTHLAKE STEWARDSHIP DISTRICT

CONSTRUCTION FUNDING AGREEMENT [Rye Ranch Pod A 2026 Project]

THIS AGREEMENT ("Agreement") is made and entered into this 28th day of October, 2025 ("**Effective Date**") and is by and between:

NORTHLAKE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2022-248, *Laws of Florida*, being situated in Manatee County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

SK RYE ROAD LLC, a Delaware limited liability company, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 (together with its permitted successors and assigns, "**Developer**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 2022-248, *Laws of Florida*, and for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the owner of certain parcels of land located within the District known as "Pod A Assessment Area Two" ("Pod A Assessment Area Two"); and

WHEREAS, the District intends to undertake certain master public improvements serving the Pod A Assessment Area Two the District presently intends to undertake the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities serving Pod A Assessment Area Two ("Rye Ranch Pod A 2026 Project" or "Project") more fully described in the Master Engineer's Report — Pod A Project, dated November 2, 2022, as supplemented by the Supplemental Engineer's Report (Pod A 2026 Project) dated ______, 202_ (together, the "Engineer's Report"), incorporated herein by this reference; and

WHEREAS, at the Developer's request, the District intends to issue special assessment bonds ("Bonds") in order to finance a portion of the Project; and

WHEREAS, in connection with the issuance of Bonds and the Project, the Developer has agreed or will agree to complete the Project, including providing the funds necessary to fund the preliminary costs incurred for the District's issuance of one or more request for proposals ("RFPs") for the Project and the completion of the Project, including but not limited to administrative, legal, warranty, engineering, permitting or other related soft costs to the extent such costs are not funded from the Bonds or debt subsequently issued by the District for the Project; and

WHEREAS, the District is in the process of procuring the construction services for a portion of the Project and intends to enter into a construction services agreement, which may be further amended and supplemented by Change Orders (as defined herein) as further provided herein (collectively as amended and supplemented by Change Orders, "Construction Contract"); and

WHEREAS, the District is without sufficient funds to provide for payment of the preliminary costs incurred and is anticipated to be without sufficient funds available to provide the construction of the Project improvements above and beyond the available construction proceeds from the anticipated future series of Bonds; and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary improvements for the Project, including the RFP processes which the District has undertaken prior to the issuance of Bonds, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements; and

WHEREAS, in the event that Bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of such Bonds subject to the terms and conditions set forth herein and in compliance with all applicable law.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- **1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
- 2. FUNDING; SECURITY. The Developer agrees to make available to the District such monies as are necessary to enable the District to fund ("Advanced Funds"), and otherwise proceed with, (i) the Construction Contract (as amended from time to time by any Change Orders), as well as (ii) any design, engineering, and construction administration associated with the Construction Contract. The Developer will make such funds available on a monthly basis, and within ten (10) business days of a written request by the District, all of which shall be consistent with Florida's Construction Contract Prompt Payment Laws. The funds shall be placed in the District's depository as determined by the District. The Developer shall also convey to the District at no cost any and all surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (together, "Work Product"). (NOTE: The District may in its sole discretion elect to fund the Work Product pursuant to a separate Acquisition Agreement with the Developer.)

As part of Developer's obligations hereunder, in the event the District, in its sole discretion, determines the District may have insufficient funds to fund the cost of the Construction Contract (including any Change Orders (as hereinafter defined) thereto approved by the District pursuant to the terms of this Agreement) as well any design, engineering, construction administration and other costs associated with the Construction Contract (the "Construction Contract Shortfall"), Developer agrees upon ten (10) business days written notice from District to deposit an amount of United States dollars equal to one hundred and ten percent (110%) of the Construction Contract Shortfall (the "Construction Contract Shortfall Security") with the District to secure Developer's obligation to fund the Construction Contract Shortfall. The District may utilize the Construction Contract Shortfall Security to pay the Construction Contract Shortfall.

3. CHANGE ORDERS.

a. Pursuant to the terms of the Construction Contract, the Construction Contract may

be further amended and/or supplemented by change orders, work authorizations, and/or similar documents (all such amendments and supplements to be collectively referred to herein as "Change Orders"). All Change Orders must be approved by the District and by the District Engineer and, except as provided herein, shall require Developer's consent as further provided in this Section 3, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the District reserves the right to reject any Change Order, regardless of Developer's consent. All Change Orders approved by the District in compliance with this Section 3 shall be included as part of the cost of the Construction Contract to be funded in accordance with this Agreement.

- b. The District agrees to provide to the Developer's designee ("Developer Designee") each proposed Change Order; provided Developer has designated to the District in writing its Developer Designee at or prior the District's receipt of such Change Order. Developer must provide the District written notice of consent to or denial of such Change Order within twenty (20) calendar days of such Change Order being provided to the Developer Designee; otherwise, the Change Order shall be deemed approved by Developer. In the event of a denial, the Developer must provide reasons for denial with particularity and such reasons must be in conformance with this Agreement.
- c. Notwithstanding anything else provided herein, Developer's consent to Change Orders to the Construction Contract is not required with respect to Change Orders necessitated by site or field conditions, quantity adjustments, acts of God or other unanticipated causes outside the parties or contractor's control, and/or Work Change Directives and/or Field Orders, as such terms are defined in the Construction Contract, which do not involve adjustment in the total Construction Contract price or completion times; provided, however, that the District agrees to reasonably cooperate with the Developer to address the impact thereof.
- d. All communications between the District and Developer, including the respective designees of each, pursuant to this Section 3 may be provided pursuant to electronic mail, unless otherwise directed in writing by either party.
- 4. DEVELOPER GUARANTEE. The Developer hereby acknowledges that the Construction Contract is only one component of the larger Project; while the District is anticipated to enter into the Construction Contract to provide construction of improvements constituting a portion of the Project, the Developer acknowledges and agrees that the Developer (and the Developer alone) has an obligation, whether by contract, development order, or otherwise, to complete out the Project. The Developer agrees that the District anticipates issuing the Bonds that may be used to repay portions of the Advanced Funds related to the Construction Contract and/or pay the Construction Contract, and the Developer acknowledges that such funds are insufficient to complete the construction and/or installation of all of the improvements of the Project. In addition to any obligations of the Developer provided herein, the District and Developer acknowledge that the parties have entered or will enter into a *Completion Agreement* for the Project ("Completion Agreement") providing that the Developer complete the Project and pay any additional funds needed to complete the Project (collectively, "Unfunded Obligations"). In addition to the obligations of the Developer pursuant to the Completion Agreement and the terms set forth herein, the Developer hereby agrees that Developer shall, to the extent the District is unable to,

fulfill the District's responsibilities under the Construction Contract (which may include but is not limited to payment for any of Change Orders approved by the District in compliance with Section 3) and shall promptly and timely fund any Unfunded Obligations upon request from the District. Developer further agrees that in the event the Developer defaults in funding the Unfunded Obligations pursuant to this Agreement, all of the District's obligations under the Construction Contract shall be assigned to the Developer and Developer shall be solely responsible for the completion of all obligations thereunder.

- **REPAYMENT.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to repay portions of the Advanced Funds. In the event that the District issues the Bonds and has Bond proceeds available to pay for any Advanced Funds (which may only be used to fund public infrastructure comprising a portion of the Project), and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service or other assessments due on any property owned by the Developer within the District, or is in default under any agreements between the Developer and the District, including this Agreement, or, further, in the event the District's bond counsel determines that any such payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any Advanced Funds. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for any Advanced Funds, and, thus does not make payment to the Developer for any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Project to a general-purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Project components prior to or regardless of any payment being made by the District.
- **6. INDEMNIFICATION.** To the fullest extent permitted by law, the Developer shall indemnify, hold harmless, and defend the District and its Supervisors, staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors (together, "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent or wrongful act or omission of the Developer, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by the Developer, relating to the Project and/or Construction Contract; and/or (ii) any breach of any warranty, representation, covenant, or agreement made by Developer in this Agreement. In the event that any indemnification, defense or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Obligations under this section shall include, but are not limited to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, fines, penalties, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) and any interests incurred by the District.
- **7. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the Bonds caused by

the Developer, or any nonpayment of debt assessments securing the Bonds by the Developer, shall be a default hereunder.

- **8. ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **9. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.
- **10. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.
- Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.
- 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.
- 13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

- **14. ASSIGNMENT.** Subject to the remainder of this paragraph, neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Notwithstanding the generality of the foregoing, the obligations of the Developer herein shall be assumed by subsequent purchaser(s) of Pod A lands without consent required by any other party.
- **15. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Manatee County, Florida.
- **16. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.
- **17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.
- **19. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- **20. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date set forth above.

By: Name: Its:

By:	
Name:	
Its:	
SK RYE ROAD LLC	

NORTHLAKE STEWARDSHIP DISTRICT

NORTHLAKE

STEWARDSHIP DISTRICT

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NORTHLAKE STEWARDSHIP DISTRICT

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NORTHLAKE STEWARDSHIP DISTRICT REQUEST FOR PROPOSALS FOR MULHOLLAND ROAD EXTENSION PHASE 2A PROJECT

Notice is hereby given that the Northlake Stewardship District ("**District**") will receive proposals for the following project ("**Project**"):

MANATEE COUNTY, FLORIDA

PROJECT CONSTRUCTION SITE WORK FOR MULHOLLAND ROAD EXTENSION PHASE 2A IMPROVEMENTS

The Project will require contractors to provide for the construction, labor, materials, and equipment necessary to construct all work, or a portion thereof, necessary for a proposed Mulholland Road Extension Phase 2A, including but not limited to earthwork, stormwater management, utilities, and roadway, as more particularly described in the Project Manual (defined herein) and in accordance with the plans and specifications therein.

The "Project Manual", consisting of the proposal package and other materials, will be available for public inspection and may be obtained beginning October 29, 2025, at 9:00 a.m. (EST), by email request only sent to Chris Conti at contic@whhassociates.com ("District Manager"). The District reserves the right in its sole discretion to make changes to the Project Manual up until the Response Deadline (defined herein), and to provide notice of such changes only to those respondents who have provided their contact information to the District via e-mail to the District Manager at contic@whhassociates.com.

There will be an **optional pre-proposal conference** on **November 12, 2025, at 2:00 p.m. (EST)** via Microsoft Teams only, by dialing: <u>+1 850-739-5596, 675262283#</u>, Phone conference ID: 675 262 283# (audio-only option). Please contact the District Manager at <u>contic@whhassociates.com</u> with email copy to Jeb Mulock (District Engineer) at <u>jebm@znseng.com</u> for video participation option and/or to request further assistance in accessing or participating in the optional pre-proposal conference via Microsoft Teams at least forty-eight (48) hours prior to the meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this optional pre-proposal conference meeting because of a disability or physical impairment is strongly encouraged to contact the District Manager and District Engineer at least forty-eight (48) hours in advance so that arrangements may be made.

The District reserves the right to reject any and all proposals, make modifications to the work, award the RFP and contract in whole or in part with or without cause, provide for contracting of and the delivery of the project in phases, and waive minor or technical irregularities in any proposal if it determines in its discretion that it is in the District's best interests to do so.

A notice of protest of the Project Manual, or any component thereof, must be filed with the District within 72 hours (excluding Saturdays, Sundays, and state holidays) after this advertisement is published. All protest must be submitted together with a protest bond in a form acceptable to the District and in the amount of \$10,000.00. A formal written protest must be filed with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was timely filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Filing will be perfected and deemed to have occurred upon receipt by the District Manager. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs,

expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of any right to object to or protest under Rule 3.11 of the District's Rules of Procedure, Chapter 2022-248, Laws of Florida, and other law.

Firms desiring to respond to the District's request for proposals for the Project must submit one (1) original, seven (7) hardcopies and one (1) PDF electronic copy on a flash drive of the firm's proposal along with a proposal bond ("Proposal Guaranty") in the amount of ten-thousand dollars (\$10,000.00) as specified in the Project Manual no later than 12:45 p.m. (EST) on December 15, 2025, to the offices of ZNS Engineering located at 1023 Manatee Avenue West, Bradenton, Florida 34205 ("Response Deadline"). Proposals must be in the form provided in the Project Manual and submitted in a sealed envelope, marked with "RESPONSE TO RFP – MULHOLLAND EXTENSION – NORTHLAKE SD." Proposals will be opened at the time and date stipulated below; the District reserves the right to return unopened to a respondent any proposal received after the Response Deadline. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. Each proposal must remain binding for a minimum of 120 days after the Response Deadline.

The District Board of Supervisors anticipates reviewing the timely received proposals at its regularly scheduled meeting to be held on January 21, 2026, 5:00 p.m., at 6102 162nd Avenue E, Parrish, Florida 34219. Proposals will be evaluated in accordance with the evaluation criteria included in the Project Manual. Notwithstanding the foregoing, please note that proposals received from firms failing to meet the following minimum qualifications will not be considered or evaluated:

- (i) hold all required applicable state professional license in good standing;
- (ii) hold all required applicable federal licenses in good standing, if any;
- (iii) proposer is authorized to do business in the State of Florida;
- (iv) Proposer has constructed three (3) project improvements similar in quality and scope of this Project with a minimum of \$15,000,000 in each of such project cost within the last three (3) years;
- (v) Proposer will have minimum bonding capacity of \$30,000,000 from a surety company acceptable to the District;
- (vi) Proposer has at least three (3) years of experience in Manatee County within the last five (5) years;

Proposers are hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a surety acceptable to the District, in accordance with section 255.05, *Florida Statutes*.

All questions regarding the Project Manual or this project shall be directed via email only to the District Manager at contic@whhassociates.com with email copies to Jeb Mulock (District Engineer) at jebm@znseng.com and Michelle Rigoni (District Counsel) at michelle.rigoni@kutakrock.com. No phone inquiries will be accepted. All questions must be received no later than 10:00 a.m. (EST) on November 26, 2025, to be considered.

Notice of Public Meeting for Proposal Opening

A public meeting to open proposals will be held on **December 15, 2025, at 1:00 p.m. (EST)** at the offices of ZNS Engineering located at 1023 Manatee Avenue West, Bradenton, Florida 34205. No official action of the District's Board of Supervisors ("Board") will be taken at this meeting, it is held for the limited purpose of opening the proposals. The proposal opening meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Chris Conti, at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

NORTHLAKE STEWARDSHIP DISTRICT

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NORTHLAKE STEWARDSHIP DISTRICT

Request for Proposals for Rye Ranch Pod A - Mulholland Road Extension Phase 2A Project

EVALUATION CRITERIA

1. Personnel. (15 Points)

Geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.

2. Proposer's Experience.

(20 Points)

Past record and experience of the respondent with the District or District members, experience with similar projects, and/or experience with other special districts and/or units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.

3. Understanding of Scope of Work.

(10 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Financial Capability.

(10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.

5. Price. (25 Total Points)

Points available for price will be allocated as follows:

<u>15 Points</u> will be awarded to the Proposer submitting the lowest cost proposal (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's proposal and the low proposal.

10 Points are allocated for the reasonableness of unit prices and balance of proposal.

6. Schedule. (20 Total Points)

Points available for schedule will be allocated as follows:

<u>5 Points</u> will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's timeline and the most expedited construction schedule.

<u>15 Points</u> will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

STEWARDSHIP DISTRICT

UNAUDITED FINANCIAL STATEMENTS

NORTHLAKE STEWARDSHIP DISTRICT FINANCIAL STATEMENTS UNAUDITED SEPTEMBER 30, 2025

NORTHLAKE STEWARDSHIP DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2025

ASSETS	General Fund	Special Revenue Fund (POD A)	Special Revenue Fun POD B-AA1 (B1)	d Special Revenue Fun POD C	Debt d Service Fund	Debt Service Fund 2023 POD A	Debt Service Fund 2023 POD B- AA1(B1)	Debt Service Fund 2025 POD C1	Capital Projects Fund 2023 POD A	Capital Projects Fund 2023 POD B- AA1(B1)	Capital Projects Fund 2023 POD C	Capital Projects Fund 2025 POD C1	Total Governmental Funds
Cash	\$ 360,393	s -	\$	· \$	- s -	s -	e	\$ -	¢	¢	s -	\$ -	\$ 360,393
Investments	\$ 500,555	· -	Ψ .	. پ	- y -	φ -	· -	Ψ -	Ψ -	Ψ -	Ψ -	Ψ -	φ 300,333
Revenue	_	_		-	_	433,272	321,393	_	_	_	_	_	754,665
Reserve] [675,691	445,900	1,121,850					2,243,441
Prepayment] [18,266	443,300	1,121,000					18.266
Capitilized interest	_	_				10,200	_	639,875	_	_	_	_	639,875
Construction	_	_					_	000,010	227,773	2.539.967	_	13,005,535	15,773,275
Cost of issuance	_	_					_	6,758	221,110	2,000,001	_	-	6,758
Undeposited funds	1,896] [0,730					1.896
Due from General fund	1,030	3.558	6.251			-	-	-	-	-	-	-	9.809
Due from: Rye Ranch, LLC.		3,330	0,201		- 5,261	-	-	-	-	198	-	-	5,459
Due from: David Weekly Homes	-	-		- 1.08:		-	-	-	-	130	-	-	1,083
Due from: SRF Pod C	1,083	-		1,00	-	-	-	-	-	-	-	-	1,083
Due from debt service fund - Pod A	1,000	-				-	111.475	-	-	-	-	-	111.475
Due from other	-	-				-	111,473	-	1.896	-	-	-	1,896
Prepaid expense	11.465	-				-	-	-	1,030	-	-	-	11.465
Total assets	\$ 374,837	\$ 3,558	\$ 6,251	\$ 1.08	3 \$ 5.261	\$ 1,127,229	\$ 878.768	\$ 1.768.483	\$ 229,669	\$ 2.540.165	· s -	\$ 13.005.535	\$ 19,940,839
10101 033013	\$ 014,001	Ψ 0,000	Ψ 0,201	Ψ 1,000	φ 0,201	Ψ 1,121,225	Ψ 070,700	Ψ 1,700,400	Ψ 223,003	ψ 2,040,100		Ψ 10,000,000	\$ 10,040,000
LIABILITIES AND FUND BALANCES Liabilities:													
Accounts payable	\$ 153	\$ -	\$ 4,246	\$	- \$ 5,261	\$ -	\$ -	\$ -	\$ -	\$ 198	\$ -	\$ -	\$ 9,858
Contracts payable	_	_			- ' -	-	_	_	9,150	4,532	229	_	13,911
Due to: Rye Ranch, LLC.	-	-			- 36,404	-	13,634	-	-	1,331	-	-	51,369
Due to: Kolter Pod A	716	-				-	-	-	32,132	-	-	-	32,848
Due to: general fund	-	-		1,08	3 -	-	-	-	-	-	-	-	1,083
Due to CPF Pod A	1,896	-				-	-	-	-	-	-	-	1,896
Due to debt service fund - POD B1	-	-				111,475	-	-	-	-	-	-	111,475
Due to: SRF Pod A	3,558	-				-	-	-	-	-	-	-	3,558
Due to: SRF Pod B-AA1 (B1)	6,251	-				-	-	-	-	-	-	-	6,251
Landowner advance	12,000	-				-	-	-	-	-	-	-	12,000
Total liabilities	24,574		4,246	1,08	3 41,665	111,475	13,634		41,282	6,061	229		244,249
DEFENDED INFLOWS OF DESCRIPTION													
DEFERRED INFLOWS OF RESOURCES Deferred revenue	•	•	•	- \$ 1,08		e.	s -	s -	¢	¢	s -	\$ -	s -
Total deferred inflows of resources	<u> </u>	<u>\$ -</u>				- 3 -			-			ъ - -	-
Fund balances:		· · · · · · · · · · · · · · · · · · ·	· —				· 	· —			· 		
Restricted													
Debt service	\$ -	\$ -	\$	· \$	- \$ (36,404)) \$1,015,754	\$ 865,134	\$ 1,768,483	\$ -	\$ -	\$ -	\$ -	\$ 3,612,967
Capital projects	· ·	· -					-	-	188,387	2,534,104	(229)	13,005,535	15,727,797
Unassigned	350.263	3.558	2,005	(1,08	3) -				.00,007	2,001,101	(223)		355.826
Total fund balances	350,263	3,558	2,005			1,015,754	865,134	1,768,483	188,387	2,534,104	(229)	13,005,535	19,696,590
Tatal liabilities defended inflores of	-							· · · · · · · · · · · · · · · · · · ·					
Total liabilities, deferred inflows of resources and fund balances	£ 274 027	e 2550	\$ 6,251	£ 400		£ 4 407 000	¢ 070.700	£ 4.700.400	e 200.000	\$ 2.540.165	•	e 42 005 525	£ 40.040.000
	\$ 374,837	\$ 3,558					\$ 878,768	\$ 1,768,483	\$ 229,669	- -,,	3 -	\$ 13,005,535	\$ 19,940,839
Total liabilities and fund balances	\$ 374,837	\$ 3,558	\$ 6,251	\$ 1,08	\$ 5,261	\$ 1,127,229	\$ 878,768	\$ 1,768,483	\$ 229,669	\$ 2,540,165	\$ -	\$ 13,005,535	\$ 19,940,839

1

NORTHLAKE STEWARDSHIP DISTRICT GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll - Pod A	\$ -	\$ 241,567	\$ 287,355	84%
Assessment levy: off-roll - Pod B-AA1 (B1)		142,610	142,610	100%
Assessment levy: off-roll - Pod B2	-	8,357	8,356	100%
Assessment levy: off-roll - Pod C1	-	21,599	21,597	100%
Assessment levy: off-roll - Pod C2	-	10,074	10,073	100% N/A
Landowner contribution - Pod A Landowner contribution - Pod B-AA1 (B1)	-	1,529 252	-	N/A N/A
Landowner contribution - Pod B-AAT (BT)	-	325	-	N/A N/A
Landowner contribution - Pod C	_	1,141	_	N/A
Landowner contribution - other	_	6,420	_	N/A
Lot closing assessments	-	52,227	_	N/A
Total revenues		486,101	469,991	103%
Total revenues	-	400,101	409,991	10370
EXPENDITURES				
Professional & administrative	4.000	40.000	40.000	4000/
Management/accounting/recording	4,000	48,000	48,000	100%
Legal	4,819	26,911	40,000	67%
Engineering	1,830	16,757	10,000	168%
Audit	- 17	13,200	6,000	220% 100%
Telephone Postage	53	200 193	200 500	39%
Printing & binding	42	500	500	100%
Legal advertising	42	4,660	6,500	72%
Annual special district fee	_	175	175	100%
Insurance	_	10,816	5,720	189%
Contingencies/bank charges	96	1,137	500	227%
Website		1,107	000	22170
Hosting & maintenance	-	705	705	100%
ADA compliance		210	210	100%
Total professional & administrative	10,857	123,464	119,010	104%
Field operations				
Field operations management	-	-	4,000	0%
Field operations accounting	-	-	2,500	0%
Wetland & environmental monitoring, mtce	-	-	3,190	0%
Landscape & irrigation maintenance	-	-	232,870	0%
Streetlights	8,373	8,373	48,383	17%
Utilites	-	-	9,570	0%
Other maintenance	-	-	7,018	0%
Property insurance	-	-	7,500	0%
Other		-	35,950	0%
Total field operations	8,373	8,373	350,981	2%
Total expenditures	19,230	131,837	469,991	28%
Excess/(deficiency) of revenues				
over/(under) expenditures	(19,230)	354,264	-	
Fund balances - beginning	369,493	(4,001)		
Fund balances - ending	\$350,263	\$ 350,263	\$ -	

NORTHLAKE STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES SPECIAL REVENUE FUND FUND: POD A FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	 urrent Ionth	 ⁄ear To Date	Budget	% of Budget
REVENUES				
Special assessment: off-roll	\$ -	\$ 11,137	\$ 14,250	78%
Lot closing assessments	 -	4,667		N/A
Total revenues	 	 15,804	14,250	111%
EXPENDITURES				
Professional & administrative				
Debt service fund accounting	-	5,500	5,500	100%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	-	1,000	1,000	100%
EMMA software service	-	1,500	1,500	100%
Trustee		4,246	5,500	77%
Total expenditures	-	12,246	14,250	86%
Net increase/(decrease) of fund balance	-	3,558	-	
Fund balance - beginning (unaudited)	3,558	-	-	
Fund balance - ending (projected)	\$ 3,558	\$ 3,558	\$ -	

NORTHLAKE STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES SPECIAL REVENUE FUND: POD B-AA1 (B1) FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES				_
Special assessment: off-roll	\$ -	\$ 8,751	\$ 8,750	100%
Total revenues		8,751	8,750	100%
EXPENDITURES				
Professional & administrative				
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	-	1,000	1,000	100%
EMMA Software service	-	1,500	1,500	100%
Trustee	4,246	4,246	5,500	77%
Total expenditures	4,246	6,746	8,750	77%
Net increase/(decrease) of fund balance	(4,246)	2,005	-	
Fund balance - beginning (unaudited)	6,251			
Fund balance - ending (projected)	\$ 2,005	\$ 2,005	\$ -	

NORTHLAKE STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES SPECIAL REVENUE FUND: POD C FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month		Year To Date	
REVENUES Special assessment: off-roll Total revenues	\$	<u>-</u>	\$	<u>-</u>
EXPENDITURES Professional & administrative Debt service fund accounting** Dissemination agent Total expenditures		917 166 1,083		917 166 1,083
Excess/(deficiency) of revenues over/(under) expenditures		(1,083)		(1,083)
Fund balance - beginning (unaudited) Fund balance - ending (projected) **This expense will be realized when bonds a	\$ are iss	(1,083) ued.	\$	(1,083)

NORTHLAKE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES DEBT SERVICE FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year to Date		
REVENUES Developer contribution Total revenues	\$ <u>-</u>	\$ -		
EXPENDITURES Cost of issuance Total expenditures		1,451 1,451		
Excess/(deficiency) of revenues over/(under) expenditures	-	(1,451)		
Fund balance - beginning Fund balance - ending	(36,404) \$ (36,404)	(34,953) \$ (36,404)		

STEWARDSHIP DISTRICT

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

DEBT SERVICE FUND: 2023 POD A PROJECT AREA FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES Special assessment: off-roll Assessment prepayments Lot closing assessments Interest Total revenues	\$ - - 3,722 3,722	\$ 526,296 18,217 222,932 37,576 805,021	\$ 675,692 - - - - 675,692	78% N/A N/A N/A 119%
EXPENDITURES Principal Interest Total expenditures	- - -	100,000 574,526 674,526	100,000 574,526 674,526	100% 100% 100%
Excess/(deficiency) of revenues over/(under) expenditures	3,722	130,495	1,166	
OTHER FINANCING SOURCES/(USES) Transfers out Total other financing sources Net change in fund balances	3,722	(111,475) (111,475) 19,020		N/A N/A 1631%
Fund balances - beginning Fund balances - ending	1,012,032 \$1,015,754	996,734 \$ 1,015,754	973,377 \$ 974,543	103176

NORTHLAKE STEWARDSHIP DISTRICT

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

DEBT SERVICE FUND: 2023 POD B-AA1 (B1) FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Year To Month Date		Budget	% of Budget
REVENUES Special assessment: off-roll Interest	\$ - 2,541	\$ 445,901 28,894	\$ 445,901	100% N/A
Total revenues EXPENDITURES	2,541	474,795	445,901	106%
Principal Interest Total expenditures		50,000 355,550 405,550	50,000 355,550 405,550	100% 100% 100%
Excess/(deficiency) of revenues over/(under) expenditures	2,541	69,245	40,351	
OTHER FINANCING SOURCES/(USES) Transfers in Total other financing sources		111,475 111,475		N/A N/A
Net change in fund balances	2,541	180,720	40,351	N/A 448%
Fund balances - beginning Fund balances - ending	862,593 \$ 865,134	684,414 \$ 865,134	678,399 \$ 718,750	

NORTHLAKE STEWARDSHIP DISTRICT

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

DEBT SERVICE FUND: 2025 POD C1 FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year To Date
REVENUES		
Interest	\$ 2,042	\$ 2,042
Total revenues	2,042	2,042
EXPENDITURES		
Cost of issuance	_	240,240
Total expenditures	_	240,240
Excess/(deficiency) of revenues over/(under) expenditures	2,042	(238,198)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	_	2,313,681
Underwriter's discount	-	(307,000)
Total other financing sources	-	2,006,681
Net change in fund balances	2,042	1,768,483
Fund balances - beginning	1,766,441	-
Fund balances - ending	\$1,768,483	\$ 1,768,483

STEWARDSHIP DISTRICT

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

CAPITAL PROJECTS FUND: 2023 POD A PROJECT AREA FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month			Year To Date	
REVENUES					
Interest	\$	967	\$	42,446	
Total revenues		967		42,446	
EXPENDITURES Construction costs Total expenditures		<u>-</u>	_	337,765 337,765	
Excess/(deficiency) of revenues over/(under) expenditures		967		(295,319)	
Fund balances - beginning		187,420		483,706	
Fund balances - ending	\$	188,387	\$	188,387	

NORTHLAKE STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND: 2023 POD B-AA1 (B1) FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year to Date	
REVENUES Interest Total revenues	\$ 8,421 8,421	\$ 142,249 142,249	
EXPENDITURES Construction costs Total expenditures	2,059 2,059	3,202,336 3,202,336	
Excess/(deficiency) of revenues over/(under) expenditures	6,362	(3,060,087)	
Beginning fund balance Ending fund balance	2,527,742 \$ 2,534,104	5,594,191 \$ 2,534,104	

RYE RANCH

COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND: 2023 POD C PROJECT AREA FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year to Date	
REVENUES	\$ -	\$ -	
Total revenues			
EXPENDITURES			
Construction costs	229	229	
Total expenditures	229	229	
Excess/(deficiency) of revenues over/(under) expenditures	(229)	(229)	
Beginning fund balance Ending fund balance	\$ (229)	\$ (229)	

NORTHLAKE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND: 2025 POD C1 FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month		Year to Date	
REVENUES				
Interest	\$	15,070	\$	15,070
Total revenues		15,070		15,070
EXPENDITURES				
Construction costs		_		45,854
Total expenditures		_		45,854
OTHER FINANCING SOURCES/(USES)				
Receipt of bond proceeds		-	13	3,036,319
Total other financing sources/(uses)		-	13	3,036,319
Excess/(deficiency) of revenues over/(under) expenditures		15,070	13	3,005,535
Beginning fund balance Ending fund balance		2,990,465	\$ 13	3,005,535

STEWARDSHIP DISTRICT

MINUTES

DRAFT

1 2 3	MINUTES OF MEETING NORTHLAKE STEWARDSHIP DISTRICT				
4	The Board of Supervisors of the	e Northlake Stewardship District held a Continued Public			
5	Hearing and Regular Meeting on Sep	Hearing and Regular Meeting on September 17, 2025 at 5:00 p.m., at 6102 162nd Ave E.,			
6	Parrish, Florida 34219.				
7	Present:				
8					
9	Steve Cerven	Chair			
10	A. John Falkner	Vice Chair			
11	Roger Aman	Assistant Secretary			
12	Scott Falkner	Assistant Secretary			
13					
14 15	Also present:				
15 16	Cindy Coulons	District Manager			
16 17	Cindy Cerbone Chris Conti	District Manager Wrathell, Hunt and Associates, LLC			
17 18		·			
10 19	Michelle Rigoni (via telephone) Brad Jeffers (via telephone)	CCMC			
19 20	brad Jerrers (via telepriorie)	CCIVIC			
20 21	FIRST ORDER OF BUSINESS	Call to Order/Roll Call			
22	TINST ORDER OF BOSINESS	Can to Order/ Non Can			
23	Ms. Cerbone called the meeting	g to order at 5:00 p.m. Supervisors Cerven, Scott Falkner,			
24	A. John Falkner and Aman were presen	it. Supervisor Taylor Falkner was not present.			
25					
26 27	SECOND ORDER OF BUSINESS	Public Comments			
28	No members of the public spok	e.			
29					
30 31 32 33 34 35	THIRD ORDER OF BUSINESS	Continued Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law			
36	Ms. Cerbone explained why it was necessary to continue the Public Hearing.				
37 38	On MOTION by Mr. Cerven ar Public Hearing reconvened.	nd seconded by Mr. Aman, with all in favor, the			
39 40					
41	A. Proof/Affidavit of Publication				
42	B. Mailed Notice(s) to Property O	wners			

NORTHLAKE STEWARDSHIP DISTRICT

The above items were included for informational purposes.

No affected property owners or members of the public spoke.

On MOTION by Mr. Cerven and seconded by Mr. Scott Falkner, with all in favor, the Public Hearing closed.

C. Consideration of Resolution 2025-17, Providing for Funding for the Fiscal Year 2025/2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date [ANNUAL ASSESSMENT RESOLUTION]

Ms. Cerbone stated that Resolution 2025-17 was adopted at the last meeting.

The Board confirmed no adjustment or amendment to same was necessary based on lack of public comment.

FOURTH ORDER OF BUSINESS

Consideration of FY2026 Funding Agreement

Ms. Cerbone presented the Fiscal Year 2026 Funding Agreement.

On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, the Fiscal Year 2026 Funding Agreement, in substantial form, was approved.

FIFTH ORDER OF BUSINESS

Ratification of Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a License Agreement

Ms. Cerbone presented the Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a License Agreement. This is related to the Series 2025 Pod C1 bonds. Exhibit B will be updated to reflect Wrathell, Hunt and Associates, LLC, as the District Manager, with the correct address and contact person, rather than JP Ward & Associates, LLC.

On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, the Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a License Agreement, in substantial form, was ratified.

SIXTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2025

82 83 84		On MOTION by Mr. Cerven and seconded by Mr. Scott Falkner, with all in favor, the Unaudited Financial Statements as of July 31, 2025, were accepted.					
85 86 87	SEVENTH ORDER OF BUSINESS			F BUSINESS	Approval of August 20, 2025 Public Hearings and Regular Meeting Minutes		
88 89 90		On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, the August 20, 2025 Public Hearings and Regular Meeting Minutes, as presented, were approved.					
91 92 93 94	EIGH [.]	TH OR	DER OF I	BUSINESS	Staff Reports		
95	A.	Dist	rict Cour	nsel: Kutak Rock L	LP		
96	В.	District Engineer: ZNS Engineering, L.C.					
97		There were no District Counsel or District Engineer reports.					
98	C.	Dist	rict Man	ager: Wrathell, H	unt and Associates, LLC		
99		•	Prop	erty Insurance on	Vertical Assets		
100		Ms.	Cerbone	stated property in	nsurance will be acquired when necessary.		
101		Form 1 Submission and Ethics Training					
102		Ms. Cerbone reminded the Board Members to complete the required four hours of					
103	ethics training by December 31, 2025.						
104		•	NEXT	MEETING DATE:	October 15, 2025 at 5:00 PM		
105			0	QUORUM CHEC	CK C		
106							
107 108 109	NINT		DER OF B		Board Members' Comments/Requests s' comments or requests.		
110		1116	e were i	io board Member	s confinents of requests.		
111 111 112	TENT	H ORE	ER OF B	USINESS	Public Comments		
113		No I	nembers	s of the public spol	ke.		
114							
115 116 117	ELEVI	ELEVENTH ORDER OF BUSINESS Adjournment On MOTION by Mr. Cerven and seconded by Mr. A. John Falkner, with all in					
118				eeting adjourned	· · · · · · · · · · · · · · · · · · ·		

119			
120			
121			
122			
123	Secretary/Assistant Secretary	Chair/Vice Chair	

NORTHLAKE STEWARDSHIP DISTRICT

September 17, 2025

STEWARDSHIP DISTRICT

STAFF REPORTS

NORTHLAKE STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

6102 162nd Avenue E, Parrish, Florida 34219

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 15, 2025 rescheduled to October 28, 2025	Regular Meeting	5:00 PM*
October 28, 2025	Regular Meeting	5:00 PM*
November 19, 2025	Regular Meeting	5:00 PM*
December 17, 2025	Regular Meeting	5:00 PM*
January 21, 2026	Regular Meeting	5:00 PM*
February 18, 2026	Regular Meeting	5:00 PM*
March 18, 2026	Regular Meeting	5:00 PM*
April 15, 2026	Regular Meeting	5:00 PM*
May 20, 2026	Regular Meeting	5:00 PM*
June 17, 2026	Regular Meeting	5:00 PM*
July 15, 2026	Regular Meeting	5:00 PM*
August 19, 2026	Regular Meeting	5:00 PM*
September 16, 2026	Regular Meeting	5:00 PM*

^{*}Meetings will occur at 5:00 PM, or immediately following the adjournment of Aviary at Rutland Ranch Community Development District meetings